



# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

Proposal No. 9321-08-W

## REQUEST FOR PROPOSAL

Closing Date: May 22, 2008  
@ 4:00 pm P.S.T.

**Subject:** Furnish the City of San Diego with Residential Real Estate Professional Brokerage Services (Proposer(s)) for the following properties

- 1) Vacant parcel of land at the Northwest Corner of Del Mar Heights Road and Mercado Drive, San Diego, CA 92104 and / or,
- 2) Vacant parcel of land directly South of 327 Langley Street, San Diego, CA 92102

**Timeline:** As may be required for a period of eighteen months (18) from date of a fully executed Contract in accordance with the attached specifications and requirements.

Company \_\_\_\_\_

Name \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

[PRINT OR TYPE]

Street Address \_\_\_\_\_

Signature\* \_\_\_\_\_

City \_\_\_\_\_

Title \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

***\*Authorized Signature:** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail \_\_\_\_\_

**SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.**

If your firm is not located in California, are you authorized to collect California sales tax? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, under what Permit # \_\_\_\_\_

Cash discount terms \_\_\_\_\_% \_\_\_\_\_days. [Terms of less than 20 days will be considered as Net 30 for proposal evaluation purposes.]

City of San Diego Business Tax License #: \_\_\_\_\_

## FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official City proposal forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.
- 5) Beginning January 1, 2008, all proposer(s) must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.

**FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:**

**WILLIAM BRODERICK, C.P.M., CPPB/muw, Procurement Specialist**

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## **I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE**

### **A. BACKGROUND**

The City of San Diego (City) Real Estate Assets Department (READ) provides real property related services to the City. These services include the valuation, acquisition, management, development and disposal of the City's real property. The City has an extensive real estate portfolio and is interested in maximizing the potential of City owned properties, which may be deemed surplus or not fully utilized. READ is conducting a review of these holdings and has identified a number of properties being considered for sale. To optimize its property holdings, the City has a desire to acquire professional brokerage services from residential real estate companies specializing in residential land sales in the area of property being sold. This Request for Proposal (RFP) is being issued to solicit proposals from qualified Residential Real Estate Brokerage companies, who have a working knowledge of the area of the subject property or properties, hereto known as Proposer(s), to provide professional brokerage services, with particular emphasis on comprehensive real estate analyses, assessment of property sale opportunities, and interpretation and assessment of current market trends. This RFP shall be awarded to the Proposer(s) determined, by the City, to provide the overall best value to the City, based on the RFP requirements, including cost proposal.

Property information summary, maps, aerial views are available and downloadable at <http://www.sandiego.gov/real-estate-assets/index.shtml>

### **B. SCOPE OF WORK**

The principal responsibilities of the Proposer shall be to maximize real estate sale opportunities on behalf of the City by providing professional brokerage services, under the direction of the City's READ and to provide accurate and detailed record keeping for all services related to the property sale. The Proposer(s) shall represent only the City in the disposal or sale of City owned real estate properties listed herein.

Specifications, core requirements and other requirements are addressed in Section II of this RFP.

### **C. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer that delivers Residential Real Estate Professional Brokerage Services, which represents the best overall value to the City meeting the specifications and requirements of this RFP. The City's key objective in the sale of this property is to optimize the return on the property, under the direction of the READ.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer.
3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.

## **II. SPECIFICATIONS**

### **A. CORE REQUIREMENTS**

The principal responsibility of the Proposer shall be to provide services to facilitate the sale of property, with particular emphasis on comprehensive real estate analyses, assessment of property sale opportunities, interpretation and assessment of current market trends. The professional brokerage services shall include, but are not necessarily limited to:

1. Analysis of the subject real estate designated as surplus or excess property.
2. Assessment of current market conditions.
3. Assessment of property sale opportunities.
4. Development of a marketing plan.
5. Property Valuation Estimates (Broker Opinion of Value).
6. Sale and escrow timeline projections.
7. Negotiations.
8. Transaction Execution.
9. Monitor and close Escrows.
10. Reports: Proposer shall submit Marketing reports, sales comparable data, and current listings in each sub-area to READ in an electronic format specified by the READ Contract Representative. Market report shall contain a minimum of inquiries received, specific market outreach efforts, and results of follow-up. All such reports become the property of the City, unless otherwise agreed to in writing by both parties. Subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 et. seq, (i), the City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Proposer under this Agreement.

The Proposer must have a current Real Estate Broker or Sales License, which must be included in the response to the RFP.

### **B. KNOWLEDGE OF AREA**

The Proposer must have knowledge of the specific area of the property for which a Proposal is submitted and describe specific knowledge of the area, resources that were used to gain knowledge, and accuracy of information.

### C. QUALIFICATION AND EXPERIENCE

To enable the City to evaluate the qualifications and experience of the Proposer(s) please provide the following information:

1. Organization Structure:

Describe your organizational structure as it relates to the provision of professional brokerage services to the City.

2. Key Staff:

Identify dedicated staff to be assigned, and describe their reporting relationships.

3. Resumes/Experience:

For all brokers/sales persons to be assigned to City project, provide detailed resumes and attach the resumes to your firm's submittal. Provide one information sheet per broker/sales person. The resume shall include: the individual's name, her/his current duties, years of relevant experience, years of education and extra qualifications/licensing and include, at a minimum.

4. Marketing Plan:

Proposer shall describe how they would develop and implement a detailed marketing plan to maximize the City's interests in the sale, and disposal of City owned properties. The marketing plan shall include, but are not limited to, the following areas:

- a. Qualifying prospective buyers.
- b. Market surveys.
- c. Report preparation, Microsoft compatible format.
- d. Proposal/offer evaluation and negotiation strategy.
- e. Recommendations on pricing and positioning of properties.
- f. Implementation of marketing plan.
- g. Updates as required.

5. References/Experience:

(a) Name, title and phone number of three (3) client contacts, (b) Description of three (3) properties sold within the past three (3) years (address, square footage, property characteristics) in the specific submarket of the subject properties, (c) Duration of the Assignment (identify start date, end date, and major milestones, Scope of the Assignment, ability to perform comparable work for a city or agency of similar size, is desirable. Previous experience in providing professional real estate brokerage services in residential land sales transactions, will be an important consideration. This will enable the City to judge product reliability, Vendor performance, and other information.



### **III. PRICING SUBMITTAL**

#### **PRICE PROPOSAL PAGES - INSTRUCTIONS**

Proposers shall submit their proposal for pricing on City's Price Proposal pages. Using the City's Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable. Percentage of gross sale price calculations shall be inclusive of all fees and costs associated with this contract. No other charges will be considered. Percentage of gross sale price calculation is required to be fixed for the term of the contract.

Evaluation will be performed on percentage of gross sale price calculation entered on the City price page only.

Blanks on the price proposal page will be interpreted as zero (0) and no price will be allowed.

#### IV. PRICING PAGES

Proposer (s) shall provide a percentage of gross sales price on the below properties. The percentage can be to the hundredth of a percent. If you do not have a physical location in one of the designated zip codes write NO Bid by that property.

Description	Percentage
Property at northwest corner of Del Mar Heights (Assessors No. 300-361-83)	_____ %
Property directly south of 327 Langley Street (Assessor's No. 535-532-15 &16)	_____ %

## V. RFP PROCESS

### A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposer(s) who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposer(s) who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

### B. QUESTIONS

Proposer(s) are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposer(s) and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department listed on the cover page no later than May 8, 2008 (12:00 noon). Such requests should contain the following: “QUESTIONS: 9321-08-W-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail William Broderick at [WBroderick@sandiego.gov](mailto:WBroderick@sandiego.gov). It is incumbent upon Proposer(s) to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposer(s) who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

### C. SUBMISSION OF PROPOSALS

1. Proposals shall be:
  - a. Submitted in the format set forth herein;
  - b. Made in the official name of the firm or individual under which Contractor’s business is conducted (including the official business address);
  - c. Proposer(s) must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
  - d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
  - e. **Separated into Technical and Price Proposal Volumes; and**

- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposer(s) must submit one (1) original and three (3) copies of the Technical Volume plus one (1) original and three (3) copies of the **Price Proposal Volume sealed under separate cover**. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposer(s) will not be released until announcement of award.

E. LATE SUBMISSIONS

Proposer(s) mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposer(s). A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

F. ECONOMY OF PREPARATION

Proposer(s) shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposer(s) shall submit their Proposal in two (2) separately sealed volumes as specified below.

1. Volume I – Technical Proposal

a. Executive Summary

The Executive/Management Summary shall contain a brief narrative or summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP. Describe the firm's corporate philosophy with particular emphasis on client support, the role of the firm's staff and the in-house City project management staff, chain of command, etc. In addition, please describe how the potential for conflicts of interest will be minimized, with particular emphasis on dual representation issues. Section II, Specifications.

The information specified herein must be addressed in the technical Proposal. Proposer(s) must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposer(s) shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposer(s) must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposer(s) shall state their understanding and compliance. Additionally, Proposer(s) must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposer(s) should also include any other information they feel may be of benefit to the City.

Proposer(s) are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

b. Additional Technical Submittals/Forms

- (1) Proposer's References (use attached form and include in Volume I – Technical Proposal).
- (2) Proposer's Statement of Subcontractors (use attached form and include in Volume I – Technical Proposal).
- (3) Proposer's copy of Real Estate Broker or Sales License (include in Volume I – Technical Proposal).

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposer(s) shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposer(s) must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

b. Price Proposal Pages

Proposer(s) shall submit pricing Proposals on the City's Price Proposal pages, unless otherwise stated in this RFP.

c. Additional Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section V, paragraph L (use attached form and include in Volume II – Pricing Proposal).
- (2) Proposer's Statement of Subcontractors (use attached form and include in Volume II – Pricing Proposal).
- (3) Vendor Registration (use attached form and include in Volume II – Pricing Proposal).
- (4) Work Force Report (use attached form and include in Volume II – Pricing Proposal).
- (5) Contractor Standards Questionnaire (use attached form and include in Volume II - Pricing Proposal). This RFP is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, and Division 32, adopted by Ordinance No. O-19383. The Contractor Standards Rules and Regulations are available at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.
- (6) Drug-Free Workplace (use attached form and include in Volume II – Pricing Proposal).
- (7) State License Requirements (use attached form and include in Volume II – Pricing Proposal).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance requirements as specified in Section VI, paragraph B.
2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
3. Business Tax License as specified in Section VI, paragraph K, if not currently on file.

I. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

K. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Technical Evaluation Committee for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance.

1. Organization structure, Qualifications and Experience of Management and Staff.
2. Executive Summary and Specifications.
3. Marketing Plan, Technical Approach and Strategy.
4. Implementation plan proposing procedural, operational steps, as identified.
5. Past Performance as indicated by References.
6. Optional Oral Presentation, Interview and Establishment of Rapport with Key Personnel.

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

L. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section. This document will be used in determining the Proposers' financial responsibility.

Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposers' financial responsibility.

M. OPTIONAL ORAL PRESENTATIONS

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.



N. NEGOTIATION

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may, be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers in the competitive range to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

O. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

P. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

Q. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Proposer(s) who's Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price. Multiple awards may be made.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

## **VI. SPECIFIC PROVISIONS**

### **A. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR**

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract.

### **B. INSURANCE REQUIREMENTS**

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
2. Automobile Liability coverage with limits of at least one million dollars per occurrence, combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
3. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.00) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.
4. Professional Liability insurance is required. The successful Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$1,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the successful Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.00) shall be disclosed to and acceptable to the City.

C. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

D. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

E. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of purchasing.

F. DELAYS AND EXTENSIONS OF TIME

1. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

G. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

H. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

I. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

J. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing, if any for the post award kick-off meeting shall be included in Section III.

K. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

L. CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

The Contract will be deemed to incorporate the City's Request for Proposal, the proposal submitted (technical volume and price volume), Best and Final Offer (if any), the City of San Diego General Provisions for Proposals dated January 18, 2005 ("General Provisions"), and any exhibits, attachments, or addendums to any of the aforementioned documents, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties. To the extent the contract documents conflict with one another, Section B.3 of the General Provisions controls the order of priority. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

M. PRECLUDED PARTICIPATION

The successful Proposer to this RFP will be precluded from participation in any follow-up contracts related to or that incorporate the findings of this RFP.

## PROPOSER'S REFERENCES

The Proposers is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposers.

### REFERENCES

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_



**PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY**

The Proposer is required to furnish below a statement of financial responsibility, except when the Proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, \_\_\_\_\_, certify that my company, \_\_\_\_\_, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

### PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

### **STATE LICENSE REQUIREMENTS**

Attach copies of the Broker/Salesperson licenses for the personnel to be assigned to City projects. Identify any license infractions during the past ten (10) years, as well as any ensuing actions taken by the DRE



**The City of San Diego**  
**Purchasing and Contracting Department**  
**Vendor Registration**

Vendor ID:

**Firm Information**

Firm Name:   
Firm Address:   
City:  State:  Zip:   
Phone:  Fax:   
Taxpayer ID:  Business License:   
Website:

**Contact Information**

Name:   
Title:   
Email:   
Phone:  Cell:

**Address to Which Bids Should Be Sent (if different from above)**

Check here if same from above ☐

Mailing Address:   
City:  State:  Zip:

**Contractor Licenses**

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

**Ownership Classification**

Classification:   
(\* select from the list of Ownership Classification Codes provided below)  
Check here if Certified by Agency: ☐  
Certification #:   
Agency:   
Certification #:   
Agency:

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

**Product/Services Description:**

**Product/Services Information:**

NAICS Codes:   
\*select from a list of available NAICS Codes either from the website  
<http://www.census.gov/epcd/www/naics.html>  
and select 2007 NAICS codes 6 digit only  
or from a hard copy available at Purchasing and Contracting



**THE CITY OF SAN DIEGO**  
**EQUAL OPPORTUNITY CONTRACTING**  
**1010 SECOND AVENUE, SUITE 500**  
**SAN DIEGO, CA 92101**  
**PHONE (619) 533-4464 • FAX (619) 533-4474**

## WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, The undersigned representative of \_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_  
 (County)

\_\_\_\_\_  
 (State)

hereby certify that information provided herein is true and correct. This document was executed on this day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black      (2) Latino, Hispanic, Mexican-American, Puerto Rican      (3) Asian, Pacific Islander  
 (4) American Indian, Eskimo      (5) Filipino      (6) Caucasian      (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African- American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

\*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES	
---------------------------	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black      (2) Latino, Hispanic, Mexican-American, Puerto Rican      (3) Asian, Pacific Islander  
 (4) American Indian, Eskimo      (5) Filipino      (6) Caucasian      (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African- American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														

GRAND TOTAL ALL EMPLOYEES	
---------------------------	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



**Purchasing & Contracting Dept. • City of San Diego**

**CONTRACTOR STANDARDS**

***Questionnaire***

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/proposal non-responsive and disqualified from the bidding/proposal process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

---

**B. PROPOSER/CONTRACTOR INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

☐ Yes

☐ No

If **Yes**, use *Questionnaire Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes

☐ No

If **Yes**, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers:

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation? ☐ **Yes** ☐ **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* for a Joint Venture's submission to be considered responsive

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
☐ Yes ☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes

☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any firm owner, partner, officer, executives, or management been convicted of a crime, including misdemeanors, or been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violations involving the bidding, awarding, or performance of a government contract?

☐ Yes

☐ No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This questionnaire response is submitted as:

☐ Initial submission of *Contractor Standards Questionnaire*.

☐ Update of prior *Contractor Standards Questionnaire* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Questionnaire Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

- (a) To comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Questionnaire* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

---

Print Name, Title

Signature

Date

**Purchasing & Contracting Dept. • City of San Diego**  
**CONTRACTOR STANDARDS**  
***Questionnaire Attachment "A"***

Provide additional information in space below. Use additional *Questionnaire Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

---

Print Name, Title

Signature

Date

## **DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders/proposers should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.
  - b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**RFP NUMBER:**

**PROJECT TITLE:** \_\_\_\_\_

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

\_\_\_\_\_

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT A**

**MEMORANDUM OF AGREEMENT**

**Parties**

This Memorandum of Agreement (“MOA”) is hereby made by and among \_\_\_\_\_ (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize their acceptance of the terms of the contract resulting to the Proposer’s successful proposal in response to the City’s Request for Proposal (“RFP”) No. 9321-08-W-RFP, Residential Real Estate Professional Broker Services.

**Recitals**

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract as defined in the RFP, including all Contract Documents, Exhibits and Attachments thereto, and documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer’s proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

**Agreement**

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the terms of the RFP, the proposal, and all Contract Documents incorporated into the resulting Contract, as defined in the RFP.

Accepted and Agreed,

City of San Diego

Proposer

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

MICHAEL J. AGUIRRE, City Attorney

By: \_\_\_\_\_

## **ATTACHMENTS**

### **ATTACHMENT A - CONFLICT OF INTEREST DECLARATION**

The California Political Reform Act (Government Code section 81000-91015) (the "Act") provides that individuals who, under contract, provide information, advice, recommendation or counsel to a local government agency are deemed to be "public officials" subject to the conflict-of-interest provisions of the Act. In the opinion of City Counsel, individuals performing the services contemplated under the Agreement on behalf of Consultant will be deemed to be public officials for purposes of the Act.

Section 87100 of the Act prohibits public officials from participating in making, or in any way attempting to use their position to influence, a governmental decision in which they know, or have reason to know, that they have a direct or indirect financial interest. For purposes of the Act, a public official has a financial interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect on:

1. Any business entity in which the public official has a direct or indirect investment worth \$1,000 or more.
2. Any real property in which the public official has a direct or indirect interest worth \$1,000 or more.
3. Any source of income (with certain exceptions) aggregating \$250 or more in value received or promised to be received within 12 months prior to the time when the decision is made.
4. Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.
5. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$250 or more in value provided to, received by, or promised to the public official within 12 months prior to the time that the decision is made.

For purposes of applying these criteria, the term "indirect investment or interest" means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse and dependent children own directly indirectly, or beneficially, a 10, percent interest or greater.

I hereby acknowledge that I have read and understand the above and certify that any work to be performed by me on the project identified below will not constitute a conflict of interest under the Act.

PROJECT NAME: \_\_\_\_\_

[To be signed by all individuals performing the services contemplated under the Agreement on behalf of Consultant]

NAME

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please use Business letterhead to address all items listed in Section II, Specifications. Attach additional pages as required:**

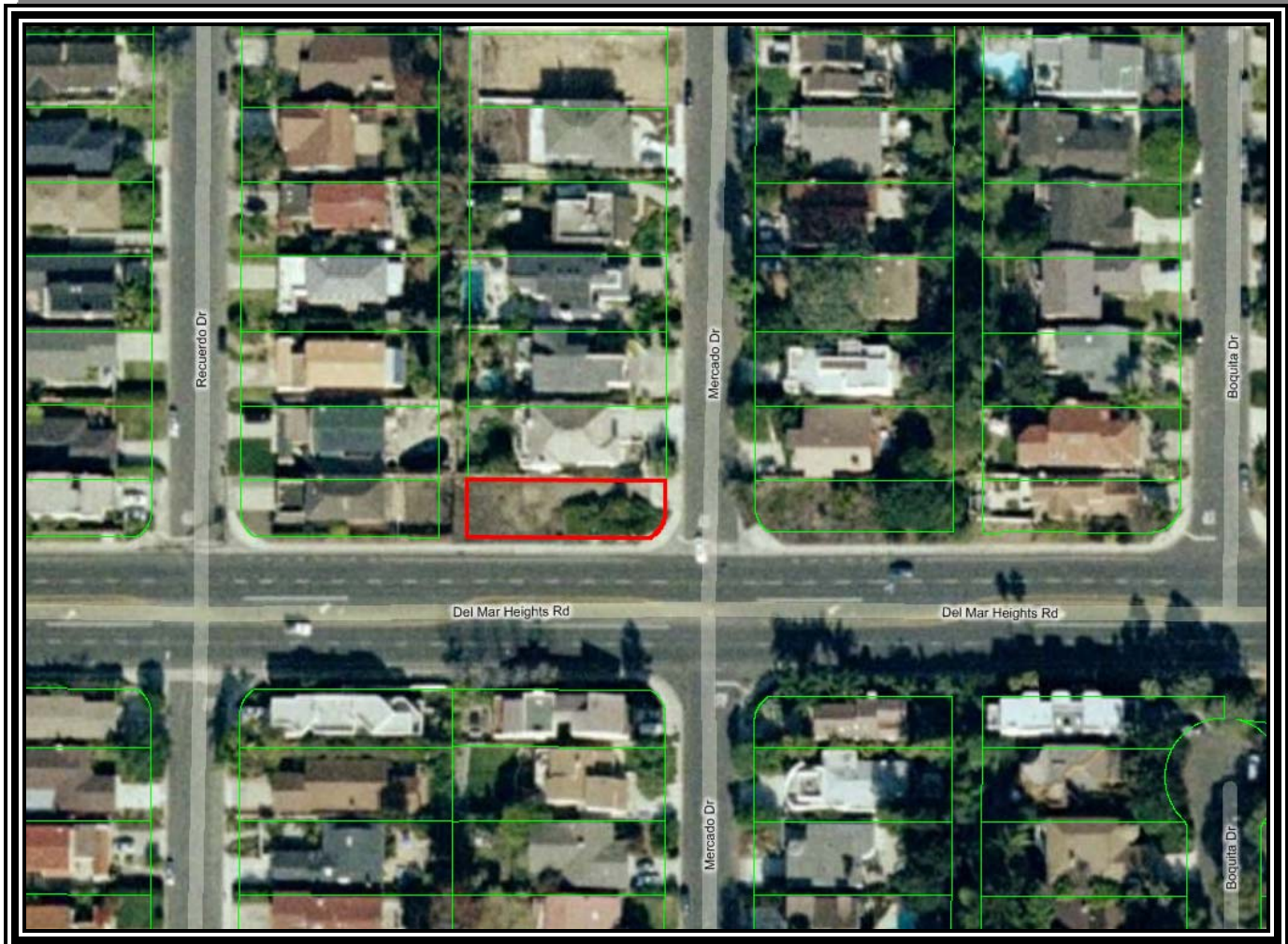
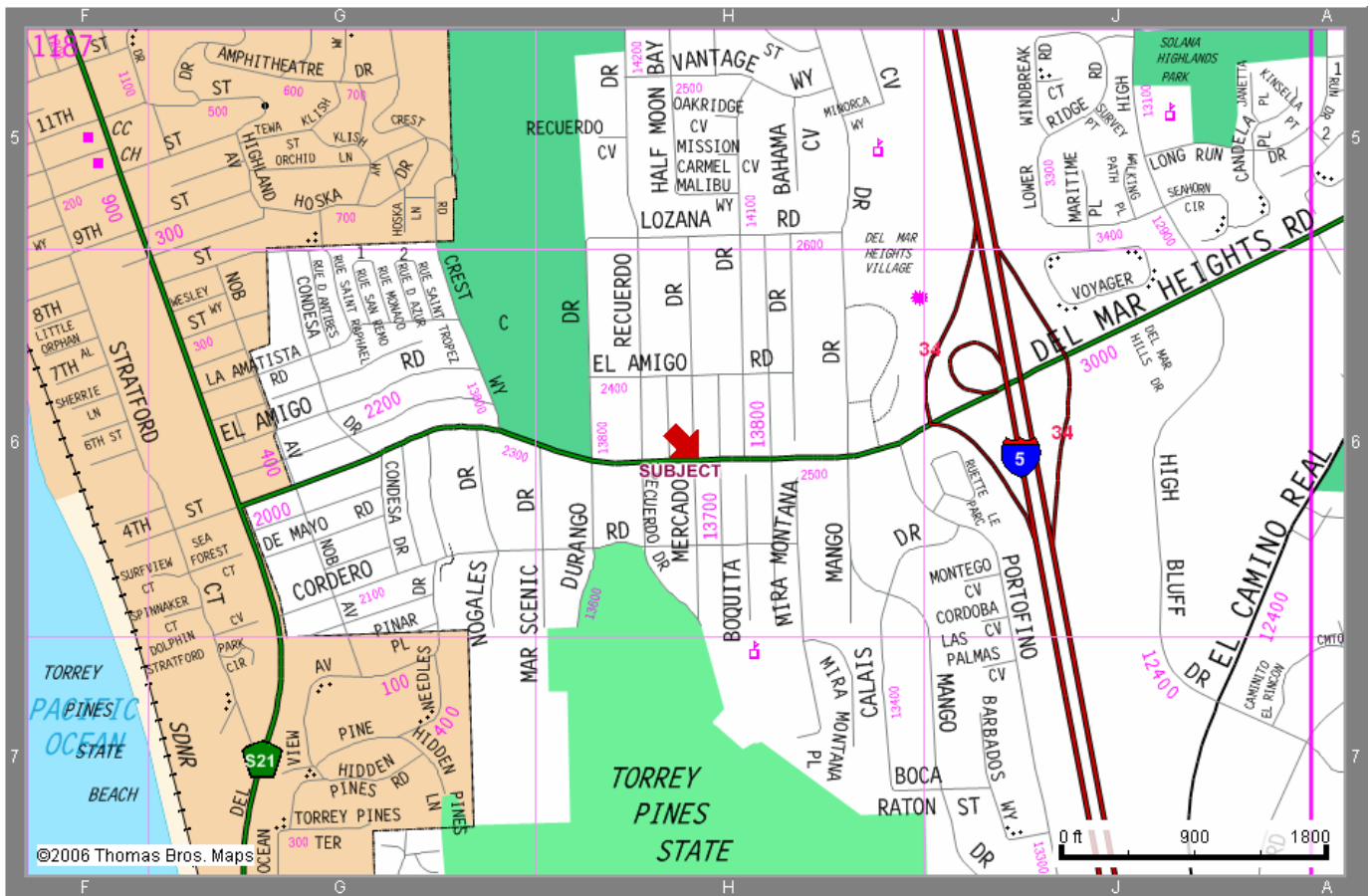
## **PROPERTY INFORMATION SUMMARY**

### **Del Mar Heights & Mercado**

1. **Address of Property:** NW Corner of Del Mar Heights Road and Mercado Drive.
2. **Legal Description:** Del Mar Heights, Block 18, portion of Lot 10
3. **Council District:** 1
4. **Assessors Parcel Number:** 300-361-83
5. **Thomas Bros Map:** 1187-H6
6. **Size of Parcel:** 0.12 acre/ approx. 5,179 square feet
7. **Improvements:** none- vacant lot
8. **Community Plan / Designation:** Torrey Pines / Low-Density Residential (5-9 DU/AC)
9. **Zoning/Allowed uses:** RS-1-6 / Single-family residential on 6,000 sq ft lots.

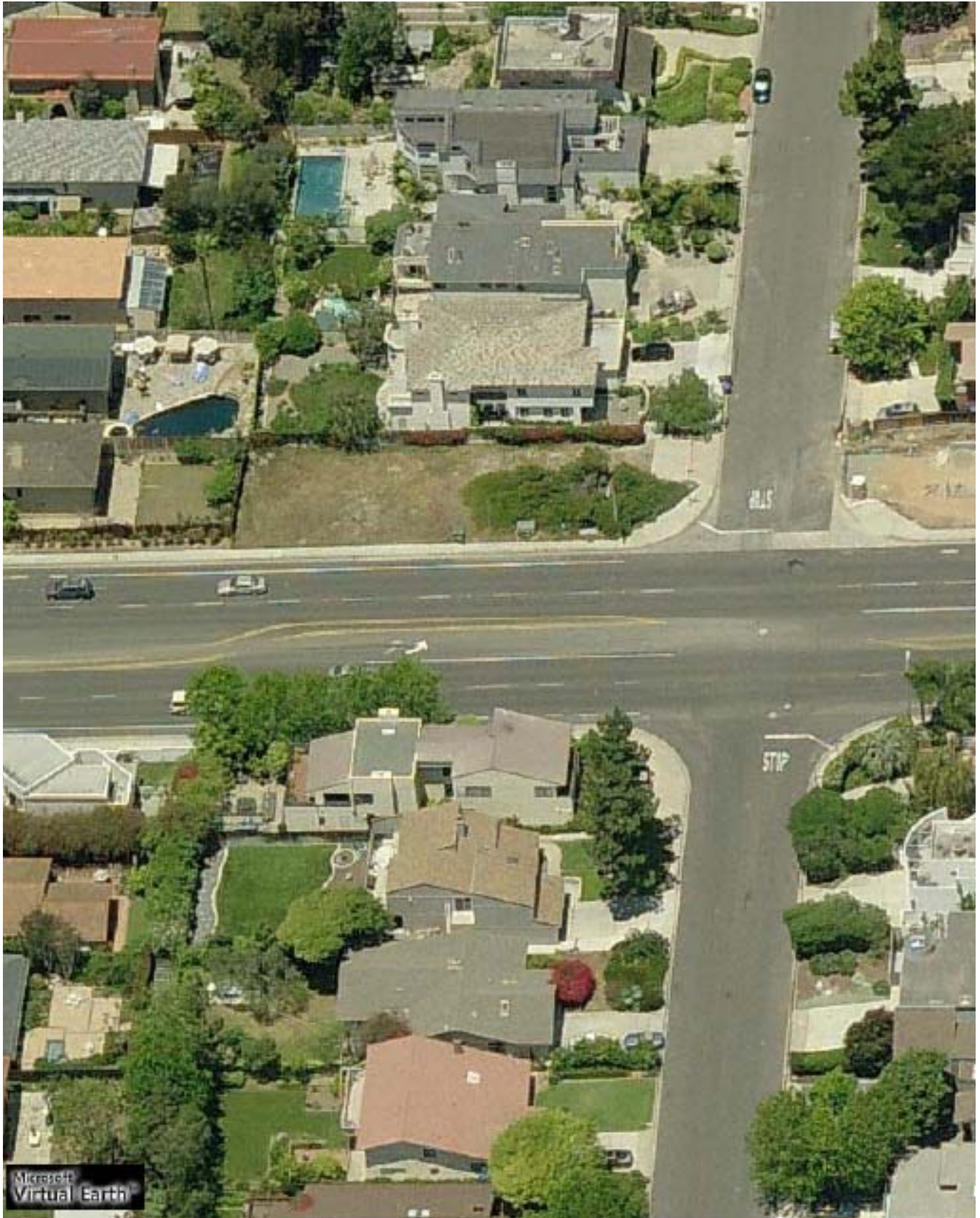
#### **DUE DILIGENCE**

The property will be sold "as is" with no warranties, usage or conditions (physical or otherwise), written, implied or expressed by the City of San Diego and its agents or employees. You are basing your purchase on the offered property solely on your findings and research, and that you have satisfied yourself as to the zoning, usage, physical condition inside and out, size and other information that might affect your decision to purchase this property. The information contained in the marketing materials is believed to be correct, however, the City of San Diego assumes no responsibility or liability for its completeness or accuracy.





## BIRD'S EYE VIEW



## PROPERTY INFORMATION SUMMARY

### **Grant Hill Parcel**

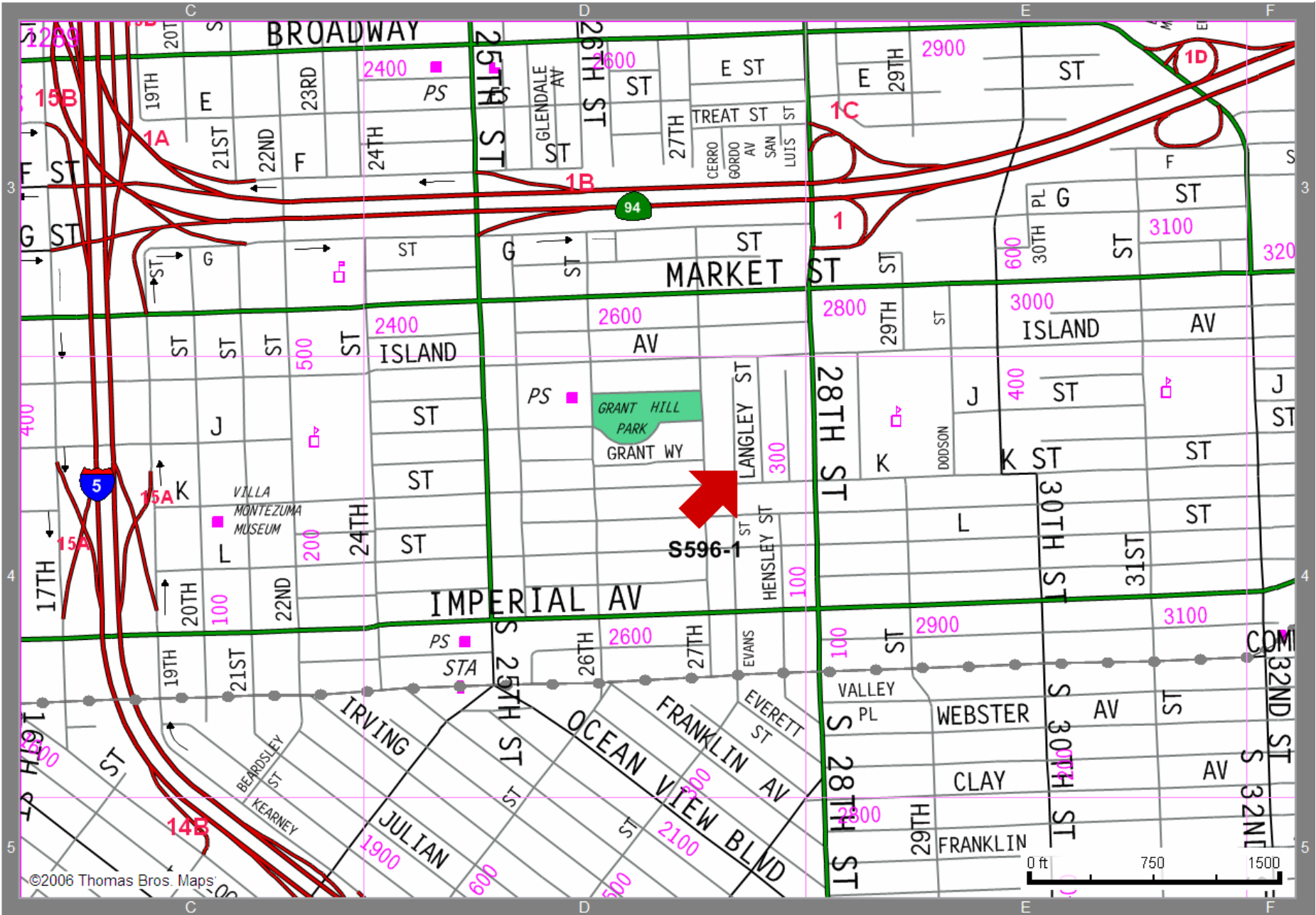
1. **Address of Property:** Adjacent southerly to 327 Langley Street, San Diego, CA 92102
2. **Council District:** 8
3. **Assessors Parcel Number:** 535-532-15 & 16
4. **Size of Parcel:** 0.14 acres / 6,250 square feet
5. **Improvements:** Vacant parcels.
6. **Community Plan/Designation:** Southeast San Diego Planned District – Multi Family Residential
7. **Zoning/Allowed uses:** SESDPD-MF-3000 Multi-family residential minimum 6,000 SF lot and 1 unit per 3,000 SF of lot.

#### **DUE DILIGENCE**

The property will be sold “as is” with no warranties, usage or conditions (physical or otherwise), written, implied or expressed by the City of San Diego and its agents or employees. You are basing your purchase on the offered property solely on your findings and research, and that you have satisfied yourself as to the zoning, usage, physical condition inside and out, size and other information that might affect your decision to purchase this property. The information contained in the marketing materials is believed to be correct, however, the City of San Diego assumes no responsibility or liability for its completeness or accuracy.



# Exhibit A





## Exhibit B-1

